Remarks

Claims 1-4 and 6-8 are pending. Claim 1 is amended herein. Applicants disagree with all rejections and makes these claim changes only to expedite prosecution and move to allowance as soon as possible. Applicants submit that the amendments introduce no new matter. Support for the amendments can be found throughout the application as originally-filed (e.g. see [0038] and Figs. 3A, 3B, 4A-4C). Upon entry of this paper, claims 1-4 and 6-8 will be pending and under consideration. Favorable reconsideration in light of the remarks which follow is respectfully requested.

35 U.S.C. 103 Rejection

Evard et al. and Yachia et al.

Claims 1-4 and 6 are rejected under 35 U.S.C. 103(a) over Evard et al. (WO 97/27898) and Yachia et al. (5,246,445). Applicants respectfully traverse.

Claim 1 is applicants' sole pending independent claim, and it recites a stent for use within a body lumen of a patient. The stent comprises a coil segment and a flexible polymer material. The coil segment comprises a wound element including one or more windings spaced from each other along at least a portion of the length of the coil segment. The spaced windings are separated by a distance of at least about 0.5 millimeters. The coil segment is extendable lengthwise from a first length to an extended length, and is compressible lengthwise from the extended length. The flexible polymer material encapsulates the coil segment and is disposed between the spaced windings of the wound element to form an imperforate flexible webbing between the windings, wherein the imperforate flexible webbing comprising an outer layer and an inner layer, the outer and inner layers adhered together to encapsulate the coil segment.

Evard at least fails to teach or suggest (i) a wound element including one or more windings spaced from each other by a distance of at least about 0.5 millimeters or (ii) a polymer material encapsulating the coil segment and disposed between the spaced windings of the wound element to form an imperforate flexible webbing between the windings, the imperforate flexible

webbing comprising an outer layer and an inner layer, the outer and inner layers adhered together to encapsulate the coil segment.

As acknowledged in the action (page 3), Evard fails to disclose a distance between windings.

Further, Evard merely describes a covering mounted on a portion of the device such that the device extends through the lumen of the tubular covering. However, Evard's covering does not comprise an outer layer and an inner layer, the outer and inner layers adhered together to encapsulate the device.

Further, Yachia does not remedy these deficiencies of Evard. With respect to (ii) Yachia does not describe or suggest webbing or even "coverings" of any type. With respect to (i) Yachia provides a wire with tight windings such that the outer surface of the device is substantially continuous to prevent incorporation of a device into the vessel or duct (col. 4, lines 45-49). With respect to spacing between the windings, Yachia describes one embodiment where space may be left between windings to allow the device to become incorporated into the vessel or duct (see col. 4, lines 49-52). In only this specific embodiment, where incorporation of the device into the vessel or duct is desired, the device can be provided with spacings between windings of 0.1-2mm. There is no teaching or suggestion to combine or modify this embodiment so as to provide a device with spacing and with a webbing or covering of any type because the webbing or covering would prevent incorporation of the device, which is the purpose of providing the spacing.

Accordingly, applicants submit that claim 1 is patentable over Evard in view of Yachia. Claims 2-4 and 6-8 depend from claim 1 and, likewise, are patentable over Evard in view of Yachia.

Evard et al., Yachia et al., and Hachtman et al.

Claims 7 and 8 are rejected under 35 U.S.C. 103(a) over Evard et al. (WO 97/27898), Yachia et al. (5,246,445), and Hachtman et al. (5,645,559). Applicants respectfully traverse.

As set forth above with respect to claim 1, Evard and Yachia fail to teach or suggest (i) a wound element including one or more windings spaced from each other by a distance of at least about 0.5 millimeters or (ii) a polymer material encapsulating the coil segment and disposed between the spaced windings of the wound element to form an imperforate flexible webbing between the windings, the imperforate flexible webbing comprising an outer layer and an inner layer, the outer and inner layers adhered together to encapsulate the coil segment.

Hachtman fails to remedy these deficiencies in Evard and Yachia. Hachtman is cited for providing a silicone layer (annular restraining sleeve 54)(col. 4, lines 47-52). However, Hachtman does not teach or suggest (i) a wound element including one or more windings spaced from each other by a distance of at least about 0.5 millimeters or (ii) a polymer material encapsulating the coil segment and disposed between the spaced windings of the wound element to form an imperforate flexible webbing between the windings, the imperforate flexible webbing comprising an outer layer and an inner layer, the outer and inner layers adhered together to encapsulate the coil segment.

Applicants submit that claim 1 is patentable over Evard, Yachia, and Hachtman. Claims 7 and 8 depend from claim 1 and, likewise are patentable over Evard, Yachia, and Hachtman. Reconsideration and withdrawal of the rejections is respectfully requested.

CONCLUSION

In view of the foregoing, applicants request reconsideration and allowance of claims 1-4 and 6-8.

It is believed that no fees are required for consideration of this response. However, if for any reason the fee paid is inadequate or credit is owed for any excess fee paid, the Office is hereby authorized and requested to charge Deposit Account No. **04-1105**.

Date: 4/23/07

Respectfully submitted,

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